



**CITY OF MARTINEZ**

**CITY COUNCIL AGENDA  
January 20, 2010**

**TO:** Mayor and City Council  
**FROM:** Tim Tucker, City Engineer  
**SUBJECT:** Stormwater Discharge Inspection Agreement  
**DATE:** January 12, 2010

**RECOMMENDATION:**

Adopt resolution approving the Second Amendment to the Stormwater Utility Area Agreement between Contra Costa County Flood Control and Water Conservation District (District) and the City of Martinez.

**BACKGROUND:**

Conducting commercial and industrial inspections is a requirement of the City's National Pollutant Discharge Elimination System permit. The Contra Costa Sanitary District (Central San) conducts these inspections for several central county cities. Central San has been providing this service to the City of Martinez for several years. Central San has trained, experienced staff, that inspects businesses on a routine schedule. Depending on the type of business the inspection interval is between three and five years. Their primary goal is educating employees and business owners on implementing best management practices to prevent storm water pollution. Central San staff also assist the City's Code Enforcement Officer investigate illegal discharges on an on-call basis.

Central San contracts through the District who acts as the fiscal agent for the City. Contra Costa Clean Water Program staff manages the implementation of the inspection program in compliance with direction provided by the City on an annual basis.

The Inspection Agreement between Central San and District has recently been revised to extend the agreement term, to modify the procedure for formal enforcement actions, and to revise the scope of the indemnification provisions. The Second Amendment to the Stormwater Utility Area (SUA) agreement authorizes the District to enter into the Agreement on our behalf. The City Attorney has reviewed and approves of the Second Amendment and resolution.

**FISCAL IMPACT:**

None. The Inspection Program is currently budgeted in the NPDES Program

**ACTION:**

Adopt resolution approving the Second Amendment to the Stormwater Utility Area Agreement between Contra Costa County Flood Control and Water Conservation District and the City of Martinez.

Attachments

Resolution

Attachment "A" Inspection Agreement

Attachment "B" SUA Agreement Amendment

The 2003 Stormwater Utility Agreement is on file in the office of the City Engineer and City Clerk.

**APPROVED BY:**

A handwritten signature in black ink, appearing to read "Philip Vance". The signature is written in a cursive style with a large, looped initial "P".

City Manager

RESOLUTION NO. -10

APPROVING THE SECOND AMENDMENT TO THE STORMWATER UTILITY AREA  
AGREEMENT BETWEEN CONTRA COSTA COUNTY FLOOD CONTROL & WATER  
CONSERVATION DISTRICT AND THE CITY OF MARTINEZ

**WHEREAS**, the County of Contra Costa, the Contra Costa County Flood Control and Water Conservation District (DISTRICT), and nineteen (19) cities and towns in Contra Costa County have joined to form the Contra Costa Clean Water Program (Program); and

**WHEREAS**, the members of the Program hold joint National Pollutant Discharge Elimination System (NPDES) Stormwater Permits (Nos. CA0029912 and CA 0083313) issued by the San Francisco Bay and Central Valley Regional Water Quality Control Boards, respectively; and

**WHEREAS**, the NPDES Permits require the inspection of industrial and commercial facilities and the control of illicit discharge activities; and

**WHEREAS**, on July 16, 2003, the DISTRICT and the City of Martinez (CITY) entered into an agreement entitled "STORMWATER UTILITY AREA AGREEMENT BETWEEN THE CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AND THE TOWN OF MARTINEZ" (SUA Agreement), which provides for the imposition, collection, and administration of Stormwater Utility Assessments for the funding of NPDES Permit activities; and

**WHEREAS**, the CITY agrees that the public good is best served by implementing a joint inspection program to encompass inspection activities and illicit discharge control activities, rather than establishing new, separate inspection programs for each municipality; and

**WHEREAS**, on November 5, 2003, the CITY approved a First Amendment to the SUA Agreement authorizing the DISTRICT to enter into an agreement with the Central Contra Costa Sanitary District, Delta Diablo Sanitation District, and the East Bay Municipal Utility District (Inspection Agreement) for those agencies to perform joint inspection activities and illicit discharge control activities on behalf of the CITY and fourteen (14) other municipalities, namely Antioch, Clayton, Concord, Danville, El Cerrito, Lafayette, Moraga, Oakley, Orinda, Pinole, Pittsburg, Pleasant Hill, San Ramon, and Walnut Creek; and

**WHEREAS**, it is in the interest of the CITY to continue participating in this joint inspection program; and

**WHEREAS**, the Inspection Agreement has recently been revised to extend the agreement term, to modify the procedure for formal enforcement actions, and to revise the scope of the indemnification provisions; and

**WHEREAS**, it is necessary to amend the SUA Agreement to provide to the DISTRICT additional authority to revise the Inspection Agreement and to continue administering the joint inspection program, as revised.

**NOW, THEREFORE, THE CITY OF MARTINEZ DOES RESOLVE AS FOLLOWS:**

1. Approve and authorize the District to execute the revised Inspection Agreement entitled "AGREEMENT AMONG THE CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT (ON BEHALF OF THE CONTRA COSTA CLEAN WATER PROGRAM), THE CENTRAL CONTRA COSTA SANITARY DISTRICT, THE DELTA DIABLO SANITATION DISTRICT, AND THE EAST BAY MUNICIPAL UTILITY DISTRICT REGARDING THE CONTRA COSTA CLEAN WATER PROGRAM'S INSPECTION ACTIVITIES," a copy of which is attached to this Resolution as Exhibit A.
2. Approve and authorize the City Manager to execute the Second Amendment to the SUA Agreement, a copy of which is attached to this Resolution as Exhibit B.
3. This Resolution shall become effective immediately upon passage and adoption.
4. Three (3) certified copies of this Resolution and three (3) signed originals of the Second Amendment to the SUA shall be promptly forwarded to the Contra Costa Clean Water Program.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing is a true and correct copy of Resolution duly adopted by the City Council of the City of Martinez at a Regular Meeting of said Council held on the 20th day of January, 2010, by the following vote:

AYES:

NOES:

ABSENT:

RICHARD G. HERNANDEZ, CITY CLERK  
CITY OF MARTINEZ

**EXHIBIT "A"**

**AGREEMENT AMONG THE CONTRA COSTA COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT (ON BEHALF OF THE CONTRA COSTA CLEAN WATER PROGRAM), THE CENTRAL CONTRA COSTA SANITARY DISTRICT, THE DELTA DIABLO SANITATION DISTRICT, AND THE EAST BAY MUNICIPAL UTILITY DISTRICT REGARDING THE CONTRA COSTA CLEAN WATER PROGRAM'S INSPECTION ACTIVITIES**

**AGREEMENT AMONG THE CONTRA COSTA FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT  
(ON BEHALF OF THE CONTRA COSTA CLEAN WATER PROGRAM),  
THE CENTRAL CONTRA COSTA SANITARY DISTRICT,  
THE DELTA DIABLO SANITATION DISTRICT,  
AND THE EAST BAY MUNICIPAL UTILITY DISTRICT  
REGARDING THE CONTRA COSTA CLEAN WATER PROGRAM'S INSPECTION  
ACTIVITIES**

The Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2009, by and among the Contra Costa County Flood Control and Water Conservation District (District) and the following three (3) agencies (Agencies): Central Contra Costa Sanitary District (CCCSD); Delta Diablo Sanitation District (DDSD) and, East Bay Municipal Utility District (EBMUD).

**R E C I T A L S**

WHEREAS, the County of Contra Costa, the District and nineteen (19) cities and towns in the County of Contra Costa have joined to form the Contra Costa Clean Water Program (Program); and

WHEREAS, the members of the Program were jointly issued National Pollutant Discharge Elimination System (NPDES) Stormwater Permits Nos. CA0029912 and CA 0083313 by the San Francisco Bay and Central Valley Regional Water Quality Control Boards (RWQCBs), respectively; and

WHEREAS, an enforceable component of the NPDES permits is the document entitled "Stormwater Management Plan (1999/2004) June 30, 1999 (Plan);" and

WHEREAS, the Plan contains components related to inspection activities at industrial and commercial facilities and illicit discharge control activities; and

WHEREAS, the Agencies wish to provide services for the Inspection Activities and Illicit Discharge Control Activities, as part of the implementation of the Plan; and

WHEREAS, the Plan has identified long-term goals of eliminating non-stormwater discharges into municipal storm drains and creeks; conducting stormwater inspections of industrial and commercial facilities; controlling illicit discharges by conducting field surveys of the storm drainage conveyance system and identifying and eliminating the sources of non-stormwater discharges; eliminating illicit connections and discharges resulting from inappropriate or illegal processes, activities or housekeeping practices; and

WHEREAS, the Agencies and the District desire to modify the Agencies' existing inspection programs to encompass a stormwater illicit discharge elimination program, rather than establishing new, separate inspection programs to effect the goals of this Agreement; and

WHEREAS, sixteen (16) cities and towns, namely, Antioch, Clayton, Concord, Danville, El Cerrito, Lafayette, Hercules, Martinez, Moraga, Oakley, Orinda, Pittsburg, Pleasant Hill, Richmond, San Ramon and Walnut Creek (hereinafter collectively referred to as "Participating Municipalities"), have by contract authorized the District to enter into and perform the terms of this Agreement on behalf of the Participating Municipalities.

NOW, THEREFORE, the parties to this Agreement agree as follows:

1. Term: The term of this Agreement shall be from the date all four (4) parties have executed this Agreement until such time as the Agreement is terminated pursuant to Section 2 below. The District will review the Agreement every two years for the duration of the Agreement.

2. Termination: Any of the three (3) Agencies may terminate its obligations under this Agreement, at its sole discretion by giving all other parties and Participating Municipalities at least one-hundred eighty (180) days written notice. District may terminate this Agreement, at its sole discretion, upon giving all Agencies and Participating Municipalities at least one-hundred eighty (180) days written notice. Any Participating Municipality may terminate its participation in this Agreement, at its sole discretion, upon giving the District and the appropriate Agency at least one-hundred eighty (180) days written notice.

3. Modification: This Agreement may be modified by written mutual agreement of the parties. Participating Municipalities shall be notified in writing of any written modification to the Agreement.

4. Responsibilities of the Agencies: The Agencies have the following collective responsibilities under this Agreement within their respective service areas, including areas served pursuant to contract:

(a) To implement stormwater inspection activities and illicit discharge control inspection activities (inspection activities), subject to the direction of the District, and to bill the costs of the inspection activities to the District.

(b) To perform scheduled and other inspections and investigations of industrial and commercial facilities and the exterior of residential properties to determine compliance with federal, state and local laws and regulations related to stormwater discharge. Inspections may have an educational component, as directed by District. The locations and frequency of an inspection, investigation, or educational effort shall be at the direction of the District and shall take place during the specific Agency's normal working hours, as described in Appendix "A."

(c) To perform inspections, investigations and educational efforts described in 4(b) outside normal working hours if mutually agreed to by the District, the appropriate Participating Municipality, and the performing Agency.

(d) To prepare inspection and investigation reports.

(e) To issue Notices of Violation, Warning Notices and Compliance Orders on behalf of the Participating Municipalities where violations and potential violations occur, all to the extent authority to issue such Notices and Orders has been lawfully delegated by the Participating Municipalities to the Agencies, in connection with inspections and investigations. The Agencies shall develop a standardized approach to recommending and documenting formal enforcement actions for recurring violations at an inspected location. The Agencies, at the direction of the Participating Municipalities, shall also refer violations and potential violations to appropriate enforcing entities, such as the District Attorney. The Agencies shall notify the appropriate Participating Municipality of the issuance of any Warning Notice or Notice of Violation issued by the Agencies, by fax or email, by the close of the business day following issuance.

(f) To assist in formal enforcement actions undertaken by a Participating Municipality, as permitted under the Participating Municipality's enforcement authority and to the extent specifically requested by the Participating Municipality. Activities undertaken by Agencies under this provision include but are not limited to documentation of violations, preparation of documents for use in complaints and at hearings, and assistance in hearing preparation and presentation, including provision of testimony as requested.

(g) To keep records regarding inspections and investigations accomplished. The Agencies shall retain these records through the term of this agreement as evidence of Participating Municipality compliance with its NPDES Permit. These records shall become property of the Municipalities upon termination of this agreement.

(h) To train, supervise and manage staff of the Agencies necessary to implement the inspection activities in a consistent manner

(i) To provide advice and comments to the District regarding the District's preparation of educational material for distribution to industrial and commercial facilities and the public. The Agencies shall also provide advice and comments to the District regarding the Green Business Program, as requested by the District.

(j) To provide comments to the District regarding ordinances necessary to implement the inspection activities.

(k) To purchase, operate and maintain all equipment necessary to implement the inspection activities, at the cost of the Agencies.

(l) To provide quarterly inspection activities reports to the District submitted with the quarterly invoices specified in Section 4(n) below. The final report of

the Fiscal Year (fourth quarter) shall include a status report to each Participating Municipality of all Warning Notices, Notices of Violation, and enforcement activities initiated by the Agencies by business name. The final report shall also include a hard or electronic copy of the Agencies' databases of commercial/industrial facilities from their inspections lists grouped by Participating Municipality jurisdictions.

(m) To utilize reasonable efforts to assure that inspection activities are implemented by the Agencies in a uniform manner.

(n) To provide quarterly invoices to the District for work performed under this Agreement. Due dates for each quarterly invoice of the fiscal year(s) under this agreement shall be as follows: First Quarter-October 15, Second Quarter-January 15, Third Quarter-April 15, and Fourth Quarter-July 15 of each fiscal year.

(o) The Agencies shall provide to the District and Participating Municipalities updated rosters and cellular phone numbers of inspectors with their assigned service area as needed.

5. Responsibilities of the District:

(a) To recommend that the Participating Municipalities draft and adopt such ordinances and laws as are necessary to effectuate the inspection activities, including delegation of necessary authority to the Agencies.

(b) To authorize and prioritize inspections and investigations, with direction from the Participating Municipalities and Agencies.

(c) To provide timely input on the scope of the following fiscal year inspection activities during budget discussions and timely approval of the Agencies' fiscal year inspection activities stormwater program budgets.

(d) To recommend that the appropriate Participating Municipality initiate actions against stormwater permit violators except to the extent enforcement has been initiated on behalf of Participating Municipalities by the Agencies, pursuant to lawfully delegated authority.

(e) To provide educational materials for distribution to industrial and commercial facilities and the public.

(f) To provide comments to the Agencies regarding the formats of inspection and investigation reports.

(g) To adopt and administer a stormwater permitting program, as appropriate.

(h) To make timely payments to the Agencies pursuant to billings for inspection activities costs.

(i) To perform other responsibilities as agreed to in writing between the District and the Agencies.

(j) To timely notify Participating Municipalities of issues affecting Participating Municipalities.

(k) To provide quarterly inspection activities and budget summary reports to Participating Municipalities.

6. Communication between District and the Agencies: The Agencies will designate an Inspection Activities Program Coordinator and alternate, subject to the approval of such Coordinator and alternate by District. The purpose of this designation is to facilitate communication between District and the Agencies. The Agencies shall direct such matters as complaints, claims, legal challenges, and other disputes regarding the inspection activities to the Inspection Activities Program Coordinator, for transfer to District for handling and resolution.

7. Financial: The Agencies shall be reimbursed by the District for all appropriate costs of the inspection activities including the actual inspections and related administrative costs. These costs include, but are not necessarily limited to, labor, benefits, overhead, supplies, equipment, vehicle, laboratory, consultant, legal and insurance costs. The Agencies shall promptly notify the District if the Agencies believe that legal costs will be incurred in connection with the inspection or enforcement activities so that the District may arrange with the involved Participating Municipality(ies) to provide such legal services on behalf of Agencies, if the Participating Municipality(ies) so chooses.

(a) Each of the Agencies will prepare invoices for costs related to the inspection activities and submit such invoices to the District no more frequently than monthly and no less frequently than quarterly. District will pay such invoices within forty-five (45) days of receipt.

(b) The labor costs shall be itemized at base cost per individual for time spent plus an overhead multiplier for benefits, administrative overhead, supplies, equipment and insurance. The Agencies' overhead multipliers for the following fiscal year shall be submitted to the District annually by January 31, and approved as part of an annual cost proposed by the Participating Municipalities.

(c) To the extent practicable, all invoices submitted shall be itemized to allocate costs to the Participating Municipality for which inspection activities services were performed.

(d) To further cost efficiency, time spent by staff of the Agencies at meetings relative to the inspection activities will be minimized to the extent practicable. Laboratory services will be similarly minimized.

(e) Prior to the beginning of each fiscal year, District shall approve an inspection activities budget, including individual inspection activities budgets for each of the Participating Municipalities. The District shall have the Participating Municipalities review and approve the inspection activities budget through the Program. Discussions for the annual budget shall begin in January prior to the fiscal year in question. The Agencies shall not exceed their approved written budgets, absent written consent of the Participating Municipality through the District.

8. Insurance: During the term of this Agreement, the Agencies shall carry Workers' Compensation and Employers' Liability Insurance as required by law, and General Liability and Automobile Liability insurance in the amount of at least one million dollars (\$1,000,000) per occurrence. If one or more of the Agencies are self insured, written notification of this circumstance shall be made to the other parties within thirty (30) days after the execution of this Agreement. Any change to self insured status by any Agency shall be reported to the District in writing within thirty (30) days of such change.

9. Indemnification: District shall indemnify, defend and hold harmless the Agencies and each of them and their officers, directors, agents, and employees from and against all suits, actions, legal or administrative proceedings, claims, demands, damages, consequential damages, liabilities, and expenses, such as but not limited to constitutional or property rights claims, arising out of or related to the Agencies' collective and individual performance in this Agreement. This indemnification shall not extend to any Agency whose active negligence, willful misconduct or vehicle accident has resulted in such suits, actions, proceedings, claims, demands, damages, liabilities or expenses, nor to any Agency whose active negligence, willful misconduct or vehicle accident has resulted in regulating agencies fines, penalties or proceedings.

Each Agency shall indemnify, defend and hold harmless the District and each Participating Municipality, and their respective officers, directors, agents and employees from and against all suits, actions, legal or administrative proceedings, claims, demands, damages, consequential damages, liabilities and expenses arising out of or related to such Agency's active negligence, willful misconduct or vehicle accident in connection with such Agency's performance of this Agreement, except that each Participating Municipality shall be solely liable for any fines resulting from NPDES Permit non-compliance.

District shall obtain individual indemnification agreements from each Participating Municipality in the inspection activities Program, which shall specify that said Participating Municipality shall indemnify the District and Agencies. The indemnification shall read "CITY (Participating Municipality) shall for its jurisdictional area, indemnify, defend and hold harmless the (Flood Control) DISTRICT and AGENCIES, and each of

them, and their respective officers, directors, agents, and employees from and against all suits, actions, legal or administrative proceedings, claims, demands, damages, consequential damages, liabilities and expenses arising out of or related to the CITY's, active negligence or willful misconduct."

10. Notices: Notices required or permitted under this Agreement shall be in writing and made as follows:

If to District, to:

Mr. Donald P. Freitas, Program Manager  
Contra Costa Clean Water Program  
255 Glacier Drive  
Martinez, CA 94553  
(925) 313-2373

If to the Agencies collectively, to:

Mr. Timothy Potter  
Central Contra Costa Sanitary District  
5019 Imhoff Place  
Martinez, CA 94553-4392  
(925) 229-7380

If to CCCSD, to:

Mr. Timothy Potter  
Central Contra Costa Sanitary District  
5019 Imhoff Place  
Martinez, CA 94553-4392  
(925) 229-7380

If to EBMUD, to:

Mr. Bennet Horenstein  
East Bay Municipal Utility District  
375 Eleventh Street, MS#702  
Oakland, CA 94607-4240  
510-287-1846

If to DDSD, to:

Mr. Kerry Yoshitomi  
Delta Diablo Sanitation District  
2500 Pittsburg-Antioch Highway  
Antioch, CA 94509-1373  
(925) 756-1942

11. Arbitration: In the event of a dispute arising under this Agreement, the parties may jointly agree to submit such dispute to non-binding arbitration. In the event

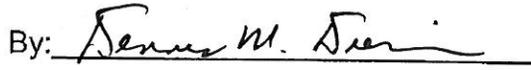
the parties cannot agree to an arbitrator within thirty (30) days after a party requests arbitration by written notice to the other parties, the arbitrator may be selected by petition of any party to the Superior Court of the County of Contra Costa.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

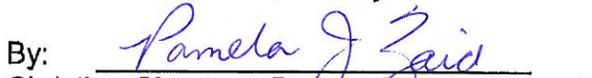
CONTRA COSTA COUNTY FLOOD  
CONTROL AND WATER CONSERVATION  
DISTRICT

By:   
Its: Chief Engineer

EAST BAY MUNICIPAL  
UTILITY DISTRICT

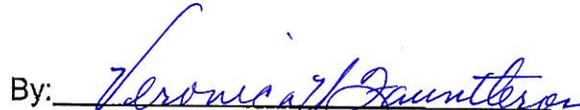
By:   
Its: General Manager

APPROVED AS TO FORM:  
Silvano B. Marchesi, County Counsel

By:   
Christine Chestnut, Deputy County Counsel

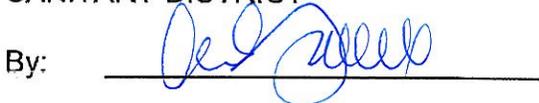
Dated: 9/23/09

APPROVED AS TO FORM:

By:   
Attorney

Dated: \_\_\_\_\_

CENTRAL CONTRA COSTA  
SANITARY DISTRICT

By: 

Its: Frank General Manager

APPROVED AS TO FORM:

By:   
Attorney

Dated: 9/8/09

DELTA DIABLO SANITATION DISTRICT

By: 

Its: General Manager

APPROVED AS TO FORM:

By:   
Attorney

Dated: 9/17/09

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## APPENDIX A

### AGENCY NORMAL WORKING HOURS

	<u>Normal Working Hours*</u>
Central Contra Costa Sanitary District	7:30 a.m. – 4:00 .p.m.
EBMUD	7:30 a.m. – 4:00 .p.m.
Delta Diablo	7:30 a.m. – 4:00 .p.m.

\* Monday through Friday, excluding holidays

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Inspection Contrac 07 03\Exhibit A-Inspection Contract 07 03.doc  
Final: 07/01/03



**Estimated Total Inspections**

**Projected Budget Breakdown <sup>1</sup>**

CCCSO, DDSD, EBMUD Stormwater Inspection Program Agreement Planning

Updated: 4/23/2009

Participating Municipality	Year 1: FY 09-10		Year 2: FY 10-11		Year 3: FY 11-12		Year 4: FY 12-13		Year 5: FY 13-14	
	Inspections	Budget								
Antioch	38	\$15,390	38	\$15,852	38	\$16,313	38	\$16,775	38	\$17,237
Clayton	8	\$3,240	8	\$3,337	8	\$3,434	8	\$3,532	8	\$3,629
Concord	214	\$86,670	214	\$89,270	214	\$91,870	214	\$94,470	214	\$97,070
Danville	36	\$14,580	36	\$15,017	36	\$15,455	36	\$15,892	36	\$16,330
El Cerrito	35	\$14,175	35	\$14,600	35	\$15,026	35	\$15,451	35	\$15,876
Hercules <sup>1</sup>	16	\$7,128	16	\$7,342	16	\$7,556	16	\$7,770	16	\$7,983
Lafayette	32	\$12,960	32	\$13,349	32	\$13,738	32	\$14,126	32	\$14,515
Martinez	67	\$27,135	67	\$27,949	67	\$28,763	67	\$29,577	67	\$30,391
Moraga	16	\$6,480	16	\$6,674	16	\$6,869	16	\$7,063	16	\$7,258
Oakley	20	\$8,100	20	\$8,343	20	\$8,586	20	\$8,829	20	\$9,072
Orinda	15	\$6,075	15	\$6,257	15	\$6,440	15	\$6,622	15	\$6,804
Pittsburg	55	\$22,275	55	\$22,943	55	\$23,612	55	\$24,280	55	\$24,948
Pleasant Hill	54	\$21,870	54	\$22,526	54	\$23,182	54	\$23,838	54	\$24,494
Richmond <sup>2</sup>	49	\$20,000	48	\$20,000	47	\$20,000	45	\$20,000	44	\$20,000
San Ramon	57	\$23,085	57	\$23,778	57	\$24,470	57	\$25,163	57	\$25,855
Walnut Creek	153	\$61,965	153	\$63,824	153	\$65,683	153	\$67,542	153	\$69,401
<b>Totals:</b>	<b>865</b>	<b>\$351,128</b>	<b>864</b>	<b>\$361,062</b>	<b>863</b>	<b>\$370,996</b>	<b>861</b>	<b>\$380,930</b>	<b>860</b>	<b>\$390,863</b>

**NOTE:** The inspection goals and identified budgets are provided for planning purposes. As identified in the agreement, AGENCIES will be compensated for their costs associated with providing services under this agreement. If the budget available from a PARTICIPATING MUNICIPALITY is reached and an increase to the budget is not approved, the AGENCY will adjust the inspection activity to stay under the established budget.

Note 1: Cost per inspection: \$405.00  
 10% Travel multiplier: 1.1  
 Cost of living adjustment: 3%

Note 2: These inspections only represent a portion of Richmond's Industrial/Commercial inspection program.

**EXHIBIT "B"**

**SECOND AMENDMENT TO  
STORMWATER UTILITY AREA AGREEMENT  
BETWEEN  
THE CONTRA COSTA COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT AND  
THE CITY OF MARTINEZ**

**SECOND AMENDMENT TO  
STORMWATER UTILITY AREA AGREEMENT  
BETWEEN  
THE CONTRA COSTA COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT AND  
THE CITY OF MARTINEZ**

**FOR COMMERCIAL/INDUSTRIAL STORMWATER INSPECTION SERVICES**

1. PARTIES

This SECOND AMENDMENT is entered into on the \_\_\_\_\_ day of January, 2010, between the City of Martinez, a municipal corporation (hereinafter "CITY"), and the Contra Costa County Flood Control and Water Conservation District, a body corporate and politic (hereinafter "DISTRICT"). The parties to this SECOND AMENDMENT mutually agree and promise as follows.

2. PURPOSE

This SECOND AMENDMENT amends the STORMWATER UTILITY AREA AGREEMENT BETWEEN THE CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AND THE CITY OF MARTINEZ (hereinafter "SUA AGREEMENT") entered into on the 16<sup>th</sup> day of July, 2003.

3. AMENDMENT

The SUA AGREEMENT is amended by revising the third paragraph in Section 7 to read:

"CITY authorizes DISTRICT, on its behalf, to execute an agreement with the Central Contra Costa Sanitary District, the Delta Diablo Sanitation District, and the East Bay Municipal Utility District (collectively hereinafter "AGENCIES") to implement an industrial and commercial inspection activities and illicit discharge control inspection activities program (hereinafter "INSPECTION PROGRAM"). Implementation of the INSPECTION PROGRAM will be pursuant to the AGREEMENT AMONG THE CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT (ON BEHALF OF THE CONTRA COSTA CLEAN WATER PROGRAM), THE CENTRAL CONTRA COSTA SANITARY DISTRICT, THE DELTA DIABLO SANITATION DISTRICT, AND THE EAST BAY MUNICIPAL UTILITY DISTRICT REGARDING THE CONTRA COSTA CLEAN WATER PROGRAM'S INSPECTION ACTIVITIES dated the \_\_\_\_ day of October, 2009 (hereinafter "INSPECTION AGREEMENT;" attached hereto as Exhibit A), as it may be amended from time to time. CITY's estimated share of the cost for the INSPECTION PROGRAM shall be based on the projected number of inspections shown in Exhibit B attached to the INSPECTION AGREEMENT. Annually by May 1, CITY and DISTRICT will revise Exhibit B by

agreeing to the INSPECTION PROGRAM activities and budget for the subsequent year without further amendment of the SUA AGREEMENT.”

4. REMAINING PROVISIONS

Subject to this and prior Amendments, the provisions of the SUA AGREEMENT shall remain in full force and effect.

CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

CITY OF MARTINEZ

By: \_\_\_\_\_  
Chair, Board of Supervisors

By: \_\_\_\_\_  
City Manager

ATTEST:  
David Twa, Clerk of the Board of Supervisors and County Administrator

ATTEST:  
\_\_\_\_\_  
City Clerk

Recommended for Approval:  
Julia R. Bueren, Chief Engineer

Recommended for Approval:

By: \_\_\_\_\_

By: \_\_\_\_\_  
City Engineer/Public Works Director

Form Approved:  
Silvano B. Marchesi, County Counsel

Form Approved:

By: \_\_\_\_\_

By: \_\_\_\_\_  
City Attorney